



STATE OF ALABAMA

DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID

INVITATION TO BID NO: 10-X-2216083

REQ. AGENCY : 999999
PURCHASING DIVISION
AGENCY REQ. NO. :
T-NUMBER : T600
DATE ISSUED : 01/08/10
VENDOR NO. :
VENDOR PHONE NO. :
SNAP REQ. NO. : 1434988
BUYER NAME : JENNIFER LORETZ

FOR: NETWORK AND TELECOMM EQUIPMENT

BUYER PHONE NO. : (334) 242-7370-
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:
DATE: 02/16/10 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 02/17/10 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: _____(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN _____ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: _____
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: _____
INTERNET WEBSITE: _____
6. GENERAL CONTRACTOR'S LICENSE NO: _____
TYPE OF G.C. LICENSE: _____

***** IMPORTANT NOTE: *****

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE
ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
P O BOX 302620
MONTGOMERY, AL 36130-2620

COURIER

STATE OF ALABAMA
DIVISION OF PURCHASING
RSA UNION BUILDING
100 N. UNION ST., SUITE 192
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO
REFRAIN FROM BIDDING.

SWORN TO AND

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

_____ DAY OF _____

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: _____

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -

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INVITATION TO BID

OPEN DATE : 02/17/10 TIME: 10:00 AM

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY BUSINESSES IN THE TECHNICAL COMPLETION OF REQUIRED FORMS MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS

REV: 09/18/09

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
BID RECEIVED LATE
BID NOT SIGNED/NOT ORIGINAL SIGNATURE
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
NOTARIZED OWN SIGNATURE
REQUIRED INFORMATION NOT SUBMITTED WITH BID
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
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INVITATION TO BID

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

AWARD:

THE AWARD SHALL BE MADE FOR EACH LINE TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS. THE LOWEST BIDDER WILL BE CALCULATED ACCORDING TO THE FORMULAS INCLUDED IN SECTION III OF THE ATTACHED SPECIFICATIONS.

ASSIGNMENT OF CONTRACT:

TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR.

FREIGHT:

ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

DO NOT SHOW FREIGHT AS A SEPERATE LINE ITEM.

CONTRACT PERIOD:

ESTABLISH A 24 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE THIRD, FOURTH OR FIFTH 12 MONTH PERIOD, IF AGREED AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXNTENSION MUST MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

NEW EQUIPMENT:

ALL EQUIPMENT MUST BE NEW AND UNUSED AND ACCEPTABLE BY THE ORIGINAL EQUIPMENT MANUFACTURER FOR THEIR MAINTENANCE.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN TWO (2) DAYS FROM RECEIPT OF REQUEST.

PRICE DECREASES:

THE BUYER SHALL BE NOTIFIED IMMEDIATELY IF THERE ARE ANY PRICE DECREASES AFFECTING A STATE TERM CONTRACT. THE STATE SHALL RECEIVE THE BENEFIT OF THE DECREASE AS SOON AS POSSIBLE IN ACCORDANCE WITH THE WRITTEN NOTIFICATION FROM THE CONTRACT VENDOR.

BIDDABLE SITUATION:

BIDS MAY BE SOLICITED FOR ANY PRODUCT INCLUDED IN THIS CONTRACT AT THE DESCRETION OF THE PURCHASING DIRECTOR. THE DECISION OF THE PURCHASING DIRECTOR AS TO WHAT CONSTITUTES A BIDDABLE SITUATION SHALL BE FINAL AND SHALL NOT BE CONSTRUED AS A BREACH OF CONTRACT.

THE STATE RESERVES THE RIGHT TO BID THE FINANCING OF A PROJECT ASSOCIATED WITH A PURCHASE MADE FROM THIS CONTRACT.

QUOTE REQUIREMENT:

ALL QUOTES TO CONTRACT USERS SHALL INCLUDE THE MANUFACTURER'S CATALOG PRICE AS WELL AS THE DISCOUNTED PRICE.

PRICE SHEET

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
UNLESS SPECIFIED OTHERWISE BELOW:					
SHIP TO: R1 /					
STATEWIDE					
00001	COMMODITY CODE: 725-57-067369 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF AVAYA	1	EA		
A. EQUIPMENT/HARDWARE DISCOUNT: _____%					
B. SOFTWARE DISCOUNT: _____%					
C. MAINTENANCE DISCOUNT: _____%					
D. PROFESSIONAL SVS DISCOUNT: _____%					
E. TRAINING DISCOUNT: _____%					
** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **					
00002	COMMODITY CODE: 725-57-067369 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF CISCO	1	EA		
A. EQUIPMENT/HARDWARE DISCOUNT: _____%					
B. SOFTWARE DISCOUNT: _____%					
C. MAINTENANCE DISCOUNT: _____%					
D. PROFESSIONAL SVS DISCOUNT: _____%					
E. TRAINING DISCOUNT: _____%					
** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **					
00003	COMMODITY CODE: 725-57-067369 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF NEC/SPHERE	1	EA		
A. EQUIPMENT/HARDWARE DISCOUNT: _____%					
B. SOFTWARE DISCOUNT: _____%					
C. MAINTENANCE DISCOUNT: _____%					
D. PROFESSIONAL SVS DISCOUNT: _____%					
E. TRAINING DISCOUNT: _____%					
** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **					
00004	COMMODITY CODE: 725-57-067369 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF NORTEL	1	EA		
A. EQUIPMENT/HARDWARE DISCOUNT: _____%					
B. SOFTWARE DISCOUNT: _____%					
PAGE TOTAL					

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00005	COMMODITY CODE: 725-57-067369 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF SIEMENS	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00006	COMMODITY CODE: 205-40-066684 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF ADTRAN	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00007	COMMODITY CODE: 205-40-066691 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF BLUECOAT	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00008	COMMODITY CODE: 205-40-066695 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF BROCADE	1	EA	_____	_____

PAGE TOTAL _____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00009	COMMODITY CODE: 205-40-066673 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF FORTINET	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00010	COMMODITY CODE: 205-40-066684 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF JUNIPER	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00011	COMMODITY CODE: 205-40-066691 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF FLUKE	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00012	COMMODITY CODE: 205-40-066695 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF	1	EA	_____	_____
PAGE TOTAL					_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
TIPPING POINT					
A. EQUIPMENT/HARDWARE DISCOUNT: _____%					
B. SOFTWARE DISCOUNT: _____%					
C. MAINTENANCE DISCOUNT: _____%					
D. PROFESSIONAL SVS DISCOUNT: _____%					
E. TRAINING DISCOUNT: _____%					
** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **					
00013	COMMODITY CODE: 725-55-050341 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF AASTRA	1	EA	_____	_____
A. EQUIPMENT/HARDWARE DISCOUNT: _____%					
B. SOFTWARE DISCOUNT: _____%					
C. MAINTENANCE DISCOUNT: _____%					
D. PROFESSIONAL SVS DISCOUNT: _____%					
E. TRAINING DISCOUNT: _____%					
** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **					
00014	COMMODITY CODE: 725-55-050341 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF GRANDSTREAM	1	EA	_____	_____
A. EQUIPMENT/HARDWARE DISCOUNT: _____%					
B. SOFTWARE DISCOUNT: _____%					
C. MAINTENANCE DISCOUNT: _____%					
D. PROFESSIONAL SVS DISCOUNT: _____%					
E. TRAINING DISCOUNT: _____%					
** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **					
00015	COMMODITY CODE: 725-55-050341 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF 3COM	1	EA	_____	_____
A. EQUIPMENT/HARDWARE DISCOUNT: _____%					
B. SOFTWARE DISCOUNT: _____%					
C. MAINTENANCE DISCOUNT: _____%					
D. PROFESSIONAL SVS DISCOUNT: _____%					
E. TRAINING DISCOUNT: _____%					
** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **					
00016	COMMODITY CODE: 725-55-050341	1	EA	_____	_____
PAGE TOTAL					_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF SHORETEL				
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00017	COMMODITY CODE: 725-55-050341 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF POLYCOM	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				

PAGE TOTAL

BID TOTAL

STATE OF ALABAMA



**Networking and Telecommunications Equipment,
Software, and Services**

T600

The Alabama Department of Finance, Division of Purchasing on behalf of the Information Services Division (Finance-ISD) desires to establish a contract or contracts to purchase networking and telecommunications equipment, software, and services from multiple manufacturers as identified in this ITB in Section III. A contract may be awarded to more than one vendor; however, ***only one award will be made for each manufacturer***. The following terms and conditions apply to this ITB:

SECTION I - GENERAL

I.1 - BID PROCESS

I.1.1 The bid response must be submitted in the same format and sequence as this ITB. The bid response must include information/specifications detailed, labeled and identified to prove that the products and services offered meet or exceed all bid specifications. A bid response will be eliminated from consideration if the products/services offered do not comply, or it cannot be determined if they comply, with the requirements of this ITB. If a BIDDER fails to fully complete and submit with their bid response all required forms/certifications, and to identify these documents by the corresponding ITB paragraph/page number, the bid response may be rejected. Should it be determined by the State of Alabama that a bid response fails to specifically respond to all stated requirements, then that bid response will be eliminated from consideration.

The “awarded BIDDER” will be the BIDDER(S) awarded a contract for supplying a respective manufacturer’s equipment, software, and services.

I.2 - SCOPE AND APPLICABILITY

I.2.1 The Department of Finance, Information Services Division, hereafter referred to, as “Finance-ISD” will have oversight approval for the life of this contract in accordance with the statutory authority in **Section 41-4-280, et seq., Code of Alabama 1975**. Finance-ISD currently operates the capitol campus network in Montgomery, Alabama, the statewide data network, and the state government telephone system. Finance-ISD will make all oversight decisions concerning the operation of these networks and systems.

I.2.2 All purchases from the contract(s) by State agencies that are subject to the jurisdiction of the Department of Finance must be purchased by Finance-ISD or on behalf of Finance-ISD with Finance-ISD’s written approval.

I.2.3 Optional Purchasers: The Education Television Commission, the Post Secondary Education System, public colleges or universities, the Alabama Super Computer Authority, and the Legislative and Judicial branches are exempt from the Finance-ISD legislative act. These State governmental authorities or their agents may elect to purchase from the contracts resulting from this ITB at their discretion. If they do, the awarded BIDDER will be required to interface with these organizations directly. Entities not subject to the jurisdiction of Finance-ISD or the Division of Purchasing that purchase



equipment from any contract resulting from this ITB are responsible for ensuring that all purchases comply with governing laws and regulations of the competitive bid law.

I.2.3a Other Purchasers: Any other governmental authority including K-12 (public schools) in the State of Alabama (cities, towns, municipalities, counties) may purchase from the contracts resulting from this ITB . If they do, the awarded BIDDER will be required to interface with these governmental authorities directly. If, however, the entity's network connects to the Finance-ISD network infrastructure, the awarded BIDDER must coordinate its activities with Finance-ISD. The governmental authorities that purchase equipment from any contract resulting from this ITB will be responsible for ensuring that all purchases comply with the governing laws and regulations of the competitive bid law.

I.2.3b Any optional or other purchaser using contracts resulting from this ITB must receive contract pricing.

I.2.4 The awarded BIDDER(S) shall pay each month to Finance-ISD a surcharge for all sales (whether paid or financed) made under this contract during the prior month. Said surcharge will be in the amount of 1% (0.01) of the total dollar amount for all sales, including those made to Finance-ISD. This surcharge will be used by Finance-ISD to partially recover the cost of preparing and administering this ITB and resulting contracts. This surcharge will be paid to Finance-ISD each month before the 20th and will represent a single, one-time payment for all sales paid for in the prior month and as adjusted for error corrections associated with earlier months. This surcharge shall not be listed as a separate charge on the invoices sent to the purchasing entities. On or before the 20th day of each month, awarded BIDDERS also will be required to provide Finance-ISD with a summary report listing sales paid under this contract during the prior calendar month to include purchasing entity, sales amount, and surcharge amount to be paid to Finance-ISD. This report shall be sent electronically (no hard copy required or permitted) to: telecom.admin@isd.alabama.gov. Failure to comply with provisions of this paragraph will be grounds for the State's termination of the contract with the awarded BIDDER.

I.3 GENERAL

I.3.1 Interested parties responding to this bid, hereafter referred to as BIDDER or BIDDERS, may submit bids to supply one or more equipment manufacturer's products and services.

I.3.2 The term of this contract will be for two years from the date of award. The State will have the option to renew this contract for three additional one-year periods. Individual manufacturer bids may be terminated per the Admin Code of AL 355-4-1.05(14).

I.3.3 The State shall exercise the option to renew or extend the contract under this section by giving not less than thirty (30) days notice before the expiration of the then effective term of the contract.

I.3.4 All equipment being bid under this ITB must be new. No equipment classified as used, like-new, or refurbished will be accepted for new installations or additions to existing systems.



I.3.4a Refurbished or remanufactured equipment may be used to repair defective equipment that is under a warranty or maintenance agreement, provided that new equivalent equipment is no longer available.

I.3.5 BIDDER Responses – It is crucial that a BIDDER prepare comprehensive and accurate bid responses. Throughout this ITB the words: “mandatory,” “will,” “must,” “shall,” and “is required” are used regarding certain requirements. These requirements must be met. Failure to meet these requirements will be grounds for disqualifying a bid response from further consideration. Any bid response merely stating that the BIDDER will meet the bid requirements and that does not include the requested information will be disqualified from the evaluation process. The bid must contain a comprehensive description of how the BIDDER meets the requirements of this Invitation to Bid. A BIDDER may not submit their own contract terms and conditions in a response to this ITB. If they do, their bid response will be disqualified.

I.3.6 Manufacturer Catalogs – The BIDDER must respond with a percentage discount off the equipment manufacturer’s latest Catalog Price List (OEM Retail). The BIDDER must provide a manufacturer’s web-site of the catalog and a current published Price List certified by the manufacturer. During the contract period, the awarded BIDDER must maintain access to the catalog and pricing for their respective manufacturers.

I.3.6a Price Reductions - If the price of an item is reduced in a later catalog, the discount submitted with the bid will apply to the reduced price. When items in the catalog are replaced by other items, the same percentage shall apply for the replacement items; provided that the price for the replacement items shall not exceed that of the original items.

I.3.7 Exclusions – It is not the intent of the State to purchase premise distribution systems (wiring /cabling) from this contract beyond nominal amounts (not to exceed \$500 in cost) needed for special projects. All wiring and cabling must follow the terms and condition of the current Premise Distribution Systems contract available on the State Purchasing web site.

The General Contractor’s License Number and type of license is not a requirement of this Invitation to Bid (reference page 1, line 6 of Invitation to Bid) and may be left blank.

I.3.8 Warranties – If equipment or services come with a manufacturer’s or vendor’s warranty, then that warranty must be passed on to contract user at no additional cost.

At a minimum, the BIDDER must provide a warranty equal to or greater than the manufacturer’s or vendor’s warranty from the time of accepting the equipment/hardware, software and services provided for new installations and additions to existing systems. The warranty period will begin for the following items as noted:

1. Equipment Items Only –The warranty will start upon acceptance by the contract user.



2. Projects or other purchases Requiring Services –The warranty will start the date that the contract user acknowledges that the Vendor has provided the solution as described in the Scope of Work and provides written acceptance.

Upon request, the awarded BIDDER must also provide Technical Support Services at no additional charge to work directly with contract user's staff to troubleshoot and resolve issues in a timely manner. The vendor also must provide unrestricted access to technical information needed for equipment and software purchased as well as access to configuration, installation, troubleshooting, and management tools. Also, the warranty must provide software upgrades for no additional charge. The BIDDER also must submit with their bid what their basic warranty includes if the warranty exceeds the description above.

I.3.9 Maintenance – The BIDDER must respond with a separate percentage discount for maintenance beyond the required warranty period. The minimum standards for maintenance are:

- An 800 number, manned 24 / 365 for reporting trouble;
- The ability to meet the response times identified in I.3.8 and I.3.13;
- A remote diagnostic and monitoring center;
- Technicians and a Service Center strategically placed to meet the response times identified in I.3.8 and I.3.13; and

Maintenance must be provided by the BIDDER or the manufacturer. If the BIDDER is providing the maintenance, they:

- Must be certified by the manufacturer to provide maintenance services;
- Must provide a letter from the manufacturer stating the BIDDER has direct access to the manufacturer's technical support (tier III, tier IV, and developers);

I.3.10 Certification – The BIDDER must have been a certified reseller of products and services for a minimum of three (3) years for manufacturers listed in lines 1-5 of section III.1.1. The BIDDER must have been a certified reseller of products and services for a minimum of one (1) year for manufacturers listed in lines 6-17. The BIDDER must provide written, signed documentation from the manufacturer verifying current certification as well as the length of time the BIDDER has been a certified reseller.

I.3.10a Certification Manufacturer's Catalog – The BIDDER (if not the manufacturer) must be certified to sell, install, and maintain the manufacturer's products, and provide a letter from the manufacturer stating that the BIDDER is certified to sell, install and maintain the manufacturer's products. The BIDDER must provide a letter from the manufacturer stating that the BIDDER is classified at the manufacturer's highest partnership level. All letters and certifications must be submitted with the BIDDER'S bid response. The BIDDER must have manufacturer certified engineers and technicians for the manufacturer's products being bid. All BIDDER employees designing, installing, and maintaining the products must be certified by the manufacturer.

I.3.11 Sales, Design, Engineering, and Project Management support in the Manufacturer's Catalog – The BIDDER must have the resources to address configuration requests from contract users. The awarded BIDDER will not charge for



these requests. The BIDDER must have the appropriate resources to provide pre-sales consultation, design, and engineering support to any entity purchasing from this ITB. If the manufacturer has a certification program for design and engineering, the assigned employees of the BIDDER must have received the necessary manufacturer's certifications.

I.3.12 Additional Requirements and References for enterprise class VoIP manufacturer bids (manufacturers listed in lines 1-5 of ITB): The BIDDER, as a potential prime contractor for special projects involving a statewide, enterprise class VoIP PBX solution for a particular manufacturer, must provide at least five (5) references. The BIDDER must show that it is experienced and capable of engineering, providing, installing, configuring, and operating an enterprise-class VoIP PBX solution for the manufacturer bid. The BIDDER'S experience with each reference must have been in the last at least three (3) years for the same manufacturer's products and services being bid. Size, complexity, and scope are defined as, but not limited to:

Major Campus IP telephony PBX system (>1,000 VoIP phones)

Information required for the references is:

- Organization's Name
- Person's Name
- Title
- Address
- Phone/fax numbers
- E-mail address

Neither State Purchasing nor Finance-ISD will correct or attempt to correct any information errors provided by the BIDDER concerning the BIDDER'S references. If the State is unable to contact a reference, after making three (3) attempts, the BIDDER will be disqualified. If the reference is negative, the BIDDER will be disqualified. If the reference does not confirm that the BIDDER has the capability to deliver enterprise-class VoIP, the BIDDER will be disqualified.

Failure to meet the requirements and provide references for the enterprise class VoIP manufacturer will disqualify the BIDDER from winning the award for the particular manufacturer; however, will not disqualify the BIDDER from providing equipment, software, and services for a different manufacturer (that does not provide enterprise class VoIP PBX solutions) if they are the winning BIDDER.

I.3.13 Response Time Manufacturer's Catalog –BIDDERS submitting bids to this ITB must be able to be on-site in Montgomery within four hours for maintenance issues, and must be able to respond anywhere in Alabama within eight hours. BIDDERS shall include a business address from which their technical staff would be dispatched for maintenance issues with their bid. The BIDDER must be able to respond on-site, within 24 hours for consulting and sales issues.

I.3.14 BIDDER Employees – The BIDDER must provide in its bid response information assuring contract users that its employees are responsible, professional, and trustworthy. Such information must include the processes for screening employees for employment,



policies on workplace violence, policies on substance abuse, and policies on employing felons.

The State and contract users reserve the right to request criminal and employment background investigations on persons employed by the BIDDER awarded any contract resulting from this ITB, including subcontractors.

The BIDDERS awarded any contract resulting from this ITB shall be held responsible for the actions of their employees while on a State of Alabama property or on the property of any other governmental authority. While on State of Alabama or other governmental authority's property, the same employees will conduct themselves in a courteous, professional manner, adhere to all local, state and federal laws and regulations, and follow the directions of contract user representative(s).

Employees must speak and understand the English language at a level of proficiency necessary to perform the assigned functions and services associated with any part of this ITB as well as work with state employees and contractors. If any employee cannot do this, contract users may request to work with a different employee and will not pay for time spent with employee without the requisite proficiency.

Representatives of any BIDDER awarded a contract as a result of this ITB must have a photo ID visible at all times when on State of Alabama property located within the Capitol Complex.

Any employee of a BIDDER awarded a contract as a result of this ITB performing work at a State site must abide by all laws governing conduct on such property. Specifically, (1) no BIDDER employee shall enter a State site in possession of any type of firearm or other weapon, (2) no BIDDER employee shall enter a State site under the influence of, or in possession of, alcohol or any illegal drug or controlled substance, and (3) all BIDDER employees and vehicles entering a State of Alabama property or coming in contact with State of Alabama employees must be properly licensed and insured, and the vehicles operated according to Alabama state law.

I.3.15 Performance Guarantee – A Performance Guarantee in the amount of 25% of a Special Project's estimated price totaling more than \$500,000 is required for this ITB. If a BIDDER awarded any contract resulting from this ITB fails to comply with the requirements of the ITB or a resulting contract, said breach may result in an action against the Performance Guarantee. The BIDDER must deliver the required Performance Guarantee to State Purchasing within ten working days after the acceptance date of a Special Project proposal.

The Performance Guarantee shall be made payable to the State of Alabama, Department of Finance, Division of Purchasing, and can be a cashier's check, other type of bank certified check (personal/company checks unacceptable), money order, an irrevocable letter of credit, or surety bond issued by a company authorized to do business within Alabama. The bid number must be referenced on the guarantee. The Division of Purchasing will be the custodian of the Performance Guarantee. The BIDDER shall assure the State that the Performance Guarantee is continuously in effect until all specified work has been completed and the project has been accepted by the State.



I.3.16 Manufacturer Learning Credits or Free Training – The awarded BIDDER must apply for all learning credits or free training that are available to contract users through the purchase of the manufacturer’s products. Any forms or documents required by the manufacturer shall be completed and submitted by the BIDDER on behalf of contract users to the respective manufacturer. If the BIDDER fails to complete the documentation, as required by the manufacturer, the BIDDER shall be responsible for any monetary losses borne by contract user.

I.3.17 Disclosure – The awarded BIDDER must reveal any litigation, or state or federal sanctions, they may be under that could impact the awarded BIDDER’s ability to fulfill their obligations under the resulting contract. Determination that a BIDDER is under litigation, or state or federal sanctions, may be grounds for disqualification.

I.3.18 Miscellaneous Catalog – Items in this category are miscellaneous items not in the manufacturer’s catalog that will enhance or enable the products and solutions in the manufacturer’s catalog to function in a manner beneficial to contract user’s needs. All miscellaneous catalog items bid must meet the specifications contained in the ITB. The State reserves the right to accept or reject items listed in the miscellaneous catalog.

I.3.19 Training – The awarded BIDDER must offer training on the manufacturer’s products. If the manufacturer does not have a catalog line item, the vendor must enter this training under “Miscellaneous Catalog.” Training must be offered at the vendor-training site and/or an on-site training location provided by the contract user.

I.3.20 Professional Services – The awarded BIDDER must offer professional services on the Manufacturer’s products. Professional services are to include implementation, integration, custom development, consulting, engineering, and managed services. If the manufacturer does not have a catalog line item, the vendor must enter professional services under “Miscellaneous Catalog.” Rates for professional services must be included in the listing. Discounts, if offered in the bid, shall be taken from the listed rates in the catalog or the miscellaneous catalog sections.

I.3.21 Force Majeure - If a Force Majeure Event is the material contributing cause of a Party’s failure to perform any of its obligations hereunder, such obligations, after notification by such Party to the other Party, shall be deemed suspended to the extent such obligations are directly affected by such Force Majeure Event, until the Force Majeure Event has ended and a reasonable period of time for overcoming the effects thereof has passed; provided, however, that if a Force Majeure Event results in the VENDOR being unable to perform during any period any or all of the Services in accordance with the terms hereof, Purchasing entity shall: (i) Not be required to pay for any such Services that the VENDOR is unable to perform; (ii) Be entitled to engage an alternate VENDOR, on an interim basis, to perform the Services that the VENDOR is unable to perform as a result of such Force Majeure Event; (iii) Be entitled to a share of the VENDOR’s resources devoted to returning to full performance all Services hereunder in order to restore priority customers directly responsible for public health and safety in accordance with service level agreements for priority customers, and (iv) Have the right to terminate this. Both Parties shall use their best efforts to minimize delays occurring due to a Force Majeure Event. Notwithstanding the above, the VENDOR shall in no event be excused from its obligations not directly affected by a Force Majeure Event (including disaster recovery services), and if the Force Majeure Event is caused by the



VENDOR's failure to comply with any of its obligations under this Agreement or by the VENDOR's negligence or omission, there shall be no relief from any of its obligations under this Agreement.

I.4 GENERAL – POST AWARD

I.4.1 Invoicing Service Support - The awarded BIDDER shall provide qualified financial representatives to work with contract user's staff for the successful invoicing and payment of all equipment, software, and services provided by the BIDDER. If required, vendor must provide invoicing support.

I.4.2 Change of Ownership / Assignment of Contract - In the event that there should be a material change in the awarded BIDDER'S corporate ownership for any reason whatsoever, the State shall have the option of continuing under the contract with the awarded BIDDER or its successors or assigns for the full remaining term of the contract, or immediately terminating the contract as states in the State of Alabama Fiscal Procedures Manual Chapter 4, -5(f).

I.4.3 Discontinued Products – The awarded BIDDER will notify The State within thirty (30) days of any products being discontinued by the manufacturer during the term of the contract. The awarded BIDDER shall, if available from the manufacturer, offer an equivalent or better substitute at or below the original price subject to the approval of the State.

I.4.4 Shipping – Shipping shall be to the locations specified in the order; however, for Finance-ISD purchases, ownership, and risk of loss shall not pass until after written acceptance of the items ordered. "FOB destination" shall not apply or be part of the shipping agreement.

I.4.5 Additional Discounts – The awarded BIDDER shall be allowed to place additional discounts on any item after the award. At anytime during the term of this contract, the BIDDER may increase the discount offered for any individual item. This increased discount shall remain in effect for the remainder of the contract.

I.4.6 Price Reductions – The awarded BIDDER shall pass along all price reductions through the regular distribution of the manufacturer's catalog. No price increases will be allowed, during the term of the contract.

I.4.7 Confidentiality Statement – The awarded BIDDER shall ensure that personnel involved with any State project are advised of and acknowledge the confidential nature of information contained in State files, the safeguards required, and the criminal and civil sanctions for noncompliance in federal and state statutes. Violation of this provision is grounds for terminating the contract.

I.4.8 Post-Award Meeting – The awarded BIDDER shall have a mandatory orientation meeting with Finance-ISD. The meeting notice will be mailed out with award notices. The awarded BIDDER will participate at no charge to Finance-ISD. The awarded



BIDDER also may be required to meet with Finance-ISD on a routine basis to discuss contacts with State agencies.

I.4.9 Timely Performance – The awarded BIDDER must be able to provide all items ordered according to the following:

New VoIP Systems, Equipment, or Software
:

Order (Including Installation)	Installation / Delivery Interval (Calendar Days)
Less than 100 Stations	30 Days
100 to 500 Stations	180 Days
Over 500 Stations	Individually negotiated

Other System, Equipment, Software and Other Items (no installation)

Order Size	Delivery Interval (Calendar Days)
Less than 100 Items	30 Days
100 to 500 Items	60 Days
500 to 1,000 Items	90 Days
Over 1,000 Items	Individually negotiated

National Constraint/Backlog (see below) will be the only reason this provision will not apply. However, the awarded BIDDER must respond to all calls and inquiries in a timely fashion.

I.4.10 National Constraint/Backlog – This has to be a documented incident by the manufacturer beyond the control of the vendor that prevents performance within the required time frames. It does not mean that a particular BIDDER is having problems obtaining a product through their normal resellers, but that the manufacturer is having problems delivering certain products. Failure to document National Constraint/Backlog to the satisfaction of the contract user may result in cancelling the contract with the BIDDER.

I.4.11 Inter-vendor Cooperation - The awarded BIDDER shall participate with all associated contract user(s) service vendors in maintaining the integrity of contract user's voice and data networks. The awarded BIDDER is required to attend any multi-vendor meeting arranged by contract user to facilitate the resolution of a technical problem associated with the performance of a contract user network.

I.4.12 Service Personnel – Servicing the manufacturer's products (equipment/hardware/software) must be performed by certified engineers or technicians provided by the awarded BIDDER or manufacturer or any combination of the two. The State reserves the right to review the qualifications of all assigned engineers and technicians. The State also reserves the right at its sole discretion to reject and request a replacement for any and all service personnel.

I.4.13 Special Project Proposals – Upon request, the awarded BIDDER will provide contract user with special project proposals for complete networking or telecommunications solutions using the items listed in their catalog and under the terms of the contract. Contract user shall provide a description of the project and desired solution results. This shall include, but shall not be limited to, IP-telephony solutions at sites throughout Alabama. The purpose of these solutions will be to replace existing, aging telephone systems or to provide networking infrastructure upgrades. At a minimum, pricing shall reflect discounts under the terms of the awarded bid. These special projects must include comprehensive pricing for everything necessary to ensure the success of the solution described. Accordingly, a special project proposal shall include all engineering, equipment, network configurations and changes, interfacing to the existing data and telephone network software, installation (including wiring not to exceed \$500), de-installing and delivering the retired equipment to Alabama Surplus Property (4590 Mobile Highway Montgomery, AL), services, training, and third party add-ons (if any) needed to complete the special project.

Special project proposals may, upon request, include provisions for financing the total price of the project with terms described by the awarded BIDDER. Terms must comply with Alabama law.

If wiring is needed that shall exceed \$500 the proposal shall include detailed specifications, requirements, and locations for such wiring and a proposed schedule for having it done. This wiring shall be done separately using the State's existing Premise Distribution Systems contract via delivery order to the vendor. The proposal shall also include a project schedule, milestones, and a Project Manager name along with contact details and escalation procedures.

Additionally, the awarded BIDDER shall provide Finance-ISD with details regarding infrastructure upgrades that may be needed to deploy the special project solution, if any.

If the proposal is accepted, a Purchase Requisition will be issued. Once the Purchase Requisition is issued, the awarded BIDDER shall be responsible for completely installing the new system and converting existing services in accordance with the Purchase Requisition. After installation, the BIDDER shall provide written notice to contract user of the special project's completion and an inventory of all items installed (including serial numbers for equipment with a purchase price of \$500 or more).

Prior to payment for the Special Project, contract user must accept the project as completely finished and fully functional. Risk of loss and ownership of equipment shall not pass until after project acceptance.



SECTION II - BID QUESTION AND ANSWER

II.1.1 Any changes or modifications to this ITB will be made by a written addendum issued by the Department of Finance, Division of Purchasing.

II.1.2 Questions - Questions will be accepted through email to:

jack.doane@isd.alabama.gov through January 25, 2010, at 5:00 CDT. No questions will be accepted after that date. It shall be the question submitter's responsibility to ensure that Finance-ISD has received the question(s). Confirmation can be requested via email delivery and read-receipts.

Procedural question and copies of all questions should be directed to:

Jennifer Loretz, Buyer

State of Alabama

Division of Purchasing

Email: Jennifer.Loretz@purchasing.alabama.gov

II.1.3 Presentations – BIDDER presentations may be required by the State to supplement the bid responses.

SECTION III - REVIEW AND AWARD CRITERIA

III.1.1 Networking and VoIP Manufacturers (lines 1 – 12 below) – A contract may be awarded for each manufacturer to the qualified BIDDER offering the highest level of combined discounts from the specified manufacturer’s catalog according to a “discount score.” The discount for each category shall be shown on the line marked “Discount Percentage.” The BIDDER must only complete the section for the manufacturer they are bidding. The combined discount will be determined by the sum of the following calculations:

- | | |
|-------------------------|--|
| a. Equipment\Hardware | Discount Percentage multiplied by 0.70 |
| b. Software | Discount Percentage multiplied by 0.10 |
| c. Maintenance | Discount Percentage multiplied by 0.08 |
| d. Professional Service | Discount Percentage multiplied by 0.08 |
| e. Training | Discount Percentage multiplied by 0.04 |

The discount score formula shall be: $\text{Score} = .7a + .1b + .08c + .08d + .04e$. For each manufacturer, a single award will be made to the BIDDER with the highest discount score, which reflects the lowest bid price.

Bidder is to place percentage discount (show percentages as a whole number with one decimal place such as 15.2% or 5.0%) on the price sheet for each category under the line number manufacturer’s catalog.

1. The ITB has categories for VoIP manufacturers and Networking manufacturers. Can a VoIP manufacturer also provide a Networking catalog? **Will be addressed in new revised bid.**
2. Is it possible for different hardware and software products to have different discounts or is it the State's request to have a single discount across all hardware and software platforms from each manufacturer? **The State is requesting a single discount percentage for each category as indicated on the pricing pages.**

There are five companies listed in Section III Enterprise VoIP Manufacturers. May other PBX manufacturers be proposed? **No**

I.3.6 Manufactures Catalogs

The Bidder must respond with a percentage discount off the equipment manufacturer's latest Catalog Price List (OEM Retail).

1. What if the manufacture has multiple discounts across its portfolio of product offerings? **Bidder will determine the portfolio discounts that fit into a specific category and respond with one percentage discount per category.**
2. The price sheet to be used in responding to this ITB shows the line number, commodity code and allows only a single discount percentage for all A. Equipment/Hardware, all B. Software, etc. What if the manufacture has multiple discounts across the Equipment/Hardware response? **Bidder will enter a single discount percentage for each category under each manufacturer line bid.**
3. Can the bidder break out more than one discount? Example A1 discount % and A2 discount %. If a bidder is forced to provide a single discount percent then the State may end up paying more for some items in order to compensate the bidder for items which will have lower or no profit margins. **For bid response evaluation purposes the State is asking for one discount percentage per category. Bidder may offer additional discount percentages when submitting Special Project Proposals.**

I.3.8 Warranties

The State is requiring a minimum one year warranty from the time of accepting the equipment/hardware, software, and services provided for new installations and additions to existing systems.

1. The State is requiring the manufacture's retail price catalog. Some manufacture's price catalogs provide a 90 day warranty on specific items and then there is a catalog part number with additional cost to extend the warranty to one year or multiple years. Is this acceptable or will the bid be rejected? **Will be addressed in new revised bid**

The warranty must provide software upgrades for no additional charge.

1. The State is requiring the manufacture's retail price catalog. Some manufacture's price catalogs do not provide free upgrades. There are catalog part numbers with retail pricing to keep software current as new releases become available, are these additional catalog parts acceptable? **Will be addressed in new revised bid**

2. In addition a software upgrade can also require additional hardware and installation and this can vary depending on the size and complexity of the system. Is this acceptable or will the bid be rejected? **This is acceptable.**

I.3.9 Maintenance

The BIDDER must respond with a separate percentage discount for maintenance beyond the manufacture's or vendor's normal warranty period.

1. The State is requiring the manufacture's retail price catalog. What if the manufacture has multiple discount percentages for maintenance? **Bidder will enter a single discount percentage for each category under each manufacturer line bid as indicated on the pricing pages.**
2. Can a bidder break out more than one discount %? **No**
3. The State currently does not allow State agencies to purchase maintenance on PBX and Key Systems after the warranty period expires from the vendor's of the active contracts but rather from a third party Insurance Underwriter. Will this change with the awards from this contract T600? **Yes – agencies will have the option to purchase from the contract or use the Insurance Underwriters program.**

I.3.12 Additional Requirements

The BIDDER, as a potential prime contractor for special projects involving a statewide, enterprise class VoIP PBX solution for a particular manufacture, must provide at least three (3) references for installations comparable in size and scope to the State of Alabama account. The BIDDER must show that it is experienced and capable of engineering, providing, installing, configuring, and operating an enterprise-class VoIP PBX solution for the manufacture bid. The BIDDER'S experience with each reference must have been in the last at least three (3) years for the same manufacture's products and services being bid. Size, complexity, and scope are defines as, but not limited to:

Major Campus IP telephony PBX system extending to a wide geographic area (state-wide) – 10,000 phones or more using Microsoft Exchange as the voicemail system to store and provide voice mail messaging with full integration with MS Outlook, Active Directory, and Exchange.

1. Some manufactures do not sell direct and only sell through distributors. They also provide all the engineering, providing, installing, configuring, and operating an enterprise-class VoIP solution on large projects. Will three (3) references from the manufacture be acceptable if they perform the above requirements? **Yes**
2. Does the State currently use Microsoft Exchange for the voicemail system on your current Nortel system? **No** If not, is the State going to install Microsoft Exchange as the voicemail system and will the also go through the ITB process? **The State plans to use Microsoft Exchange for the message store of its VoIP solution. Any Microsoft software needed for State VoIP will be purchased separately by the State from an existing contract.**
3. Would the State consider or allow the installation of a voicemail system other than Microsoft Exchange provided by Avaya, Cisco, NEC/Sphere, Nortel, Siemens or other third party providers? **Yes**

I.3.18 Miscellaneous Catalog

1. Items in this catalog will come from multiple manufacturers which enhance or enable products and solutions in the manufacture's catalog to function in a manner beneficial to the contract user's

needs. Will it be acceptable to show a State Cost Only in this catalog? **No. List catalog rate and discount rate in Miscellaneous Catalog.**

2. How often will we be able to add components in the future and what will be the process? **The contract holder will propose components/items and the State will accept or reject based on the specifications of this bid document.**

1.3.12 Additional Requirements and References

1. References are sensitive to multiple queries and un-announced calls therefore in many cases we are contractually obligated to use a specific protocol to facilitate reference calls. Some references will support reference calls by appointment only. Can the State of Alabama provide the names, dates and times of the person(s) that will be calling the references? **Yes**

III.1.2 Telephone, Speakerphone, Videophone Device Manufactures (lines 13 – 17)

3. ShoreTel is listed in this category. ShoreTel is also an Enterprise VoIP Manufacture and was excluded from the list. Will ShoreTel be allowed to respond as an Enterprise VoIP Manufacture or will ShoreTel be limited to "SIP" telephone handsets, speakerphones, and wireless VoIP handsets? **Will be addressed in new revised bid.**

1.

Question:- Nortel has been acquired by Avaya and Ciena. The product set's and pricing will absolutely have different levels. The only option to this would be to average the product discounts. This would result in the State of Alabama paying more for some items then necessary. Will the state allow further us to maximize the discounts in the various categories?

Should a manufacturer on an awarded line item :

1. **transfer any significant portion of their catalog or portfolio on a specific line item to another party;**
2. **discontinue a significant portion of their catalog or portfolio on a specific line item;**
3. **merge with or be acquired by another entity,**

the STATE reserves the right to:

1. **terminate without penalty that specific line item.**
2. **Allow awarded bidder with active acquiring manufacturer contract to offer merged catalog at contract discount rate.**
3. **Allow current awarded bidder to offer the acquiring manufacturer's catalog (manufacturer line not currently under contract) at the same discount rate.**

Reference Assignment of Contract in Special Terms & Conditions section of the ITB.

Question:- The Standard State RFP Form includes the standard General Contractors License field. Is this a requirement for responding to this RFP? If So, can this be obtained if/when an award is made?

Will be addressed in new revised bid.

Question:- RE: 1.3.10a requires "All BIDDER employees designing, installing and maintaining the products must be certified by the manufacturer". In some instances, we will utilize sub contract installers. Can this be updated to support this scenario? **The State requires that sub-contractors utilized by the BIDDER be certified in any part of the design, installation, or maintenance of the product that the**

said sub contractor may be involved in. The intent of this is to make sure that 1)the system is designed, installed, and maintained per the manufacturer's specification, and 2) that the certification of the system will never be called into question because of unqualified personnel participating in the lifecycle of the product.

1. Are Sections I, II, and III (General Specifications) available in MS Word format and if so, can this be provided? **An unofficial copy in MS Word format can be provided upon request.**
2. Item 6 of Page 1 of the State's bid requests General Contractor's License number and information. Does the State intend to accept bid responses from unlicensed General Contractors? **Will be addressed in new revised bid.**
3. Will the State make an award on all 17 lines of this bid? **The State intends to award a contract to all manufacturer lines that have an acceptable bid response.**
4. Is it possible that the State would renew certain lines of this contract for additional years but not renew others? **Yes**
5. Does the State have a preferred manufacturer as it relates to VOIP and if so, what manufacturer? **No. The State does not have a preferred manufacturer.**
6. If a non-State agency has a preference for a certain VOIP manufacturer solution that is different from the State's preferred VOIP manufacturer solution, can that entity be assured of a procurement mechanism/vehicle for as long as the State's preferred VOIP bidder/manufacturer? **Optional purchasers can procure solutions from any active manufacturer line contract. The State does not have a preferred manufacturer solution and any contract user not under the oversight approval of ISD may choose the manufacturer that best fits their needs.**
7. Can the State's bid pricing sheets be modified to allow for different and separate Equipment/Hardware discount percentages based on Product Family? For example, certain manufacturers offer separate discount percentages to their authorized resellers based on the type of product being considered. VOIP equipment may carry a 15%discount while data networking gear (a data switch for example) may only carry a 10% discount. "Redacted" urges the State to allow such modification as it will provide better pricing for certain product families as opposed to a "blended", single discount for all families. **The State requests one discount rate for Equipment/Hardware. Additional discounts for special project proposals will be acceptable.**
8. Using Cisco as an example, under what price sheet blank should a discount percentage on SmartNet be identified? We assume this would fall under C, Maintenance. **Yes**
9. Some bidders are capable of quoting manufacturer-supplied Maintenance services as well as bidder-supplied Maintenance services. These discount percentages would vary. How can the bidder respond accordingly using the State-supplied pricing sheets? One option would be for the price sheet blank to apply only to Manufacturer-supplied maintenance. If so, can bidders assume that bidder-supplied Maintenance services can be itemized in the Miscellaneous catalog at a quoted price? **Yes, bidder-supplied Maintenance services can be itemized in the miscellaneous catalog and the discount percentages will apply to those items.**
10. Some bidders are capable of quoting manufacturer-supplied Professional services as well as bidder-supplied Professional services. These discount percentages would vary. How can the bidder respond accordingly using the State-supplied pricing sheets? One option would be for the price sheet blank to apply only to Manufacturer-supplied Professional services. If so, can bidders assume that bidder-supplied Professional services can be itemized in the Miscellaneous catalog at a quoted price? **Yes, bidder-supplied Professional services can be itemized in the Miscellaneous catalog and the discount percentages will apply to those items.**
11. Will this contract replace current State telephony contracts T-304, T-305, and T-306? **No**
12. How will new and optional features, parts, and functionality-improvement components be added to the contract during the life of the contract? **Through the life of the contract the Manufacturer's catalog will change to reflect new items. Additional items may be added to the miscellaneous catalog as stated in I.3.18.**

13. Relative to item I.2.4, does the Code of Alabama allow for the collection of fees from an entity other than an end-user or through appropriation? If so, can you please provide Code chapter? Is the monthly collection of fees (surcharges) by ISD (or any State agency) from a vendor currently in place on other State contracts? If so, please specify. (Since most bidders will incorporate the 1% surcharge into their discounted price, would it not be more appropriate for the bidder to provide the best possible price/discount to the State without having to adjust for the surcharge payment?) **Our department's legal division has thoroughly examined this provision and determined it to be a valid means, which is compliant with Alabama code, for recovery of costs associated with the development and administration of this ITB and contract, respectively.**
14. Relative to item 1.3.6, does the State require bidders to include a hard copy of the Manufacturer Catalog with their bid? **The valid manufacture's website of the catalog is acceptable.**

1.) Please confirm that in section 1.3.8 when the ITB refers to the BIDDER providing a warranty, the intention here is that the BIDDER would be required to provide a year of maintenance and support coverage, such as Smartnet for Cisco equipment and comparable coverage for other brands, at the discount levels bid. **Will be addressed in new revised bid.**

2.) In section 1.3 8, the warranty for the equipment is a manufacturer's warranty, and is not provided by the BIDDER. The start date for this manufacturer warranty is determined by the manufacturer in its warranty description statement, and the BIDDER is not able to change that manufacturer's warranty start date. Please confirm that warranty will begin as provided in the manufacturer's warranty description statement. **Will be addressed in new revised bid.**

3.) This ITB does not appear to include any limits on the BIDDER's liability. We request that you add to this ITB liability limitation as found in the Supplemental Terms and Conditions (section 6) of the recently awarded solicitation 2207258 *Cellular Telephones*. This will allow BIDDERS to provide better pricing to the State because they do not have to factor the risk of unlimited liability into their cost and margin calculations.

4.) Please confirm that the State will add a force majeure provision to this ITB. Doing so will allow BIDDERS to provide better pricing to the State because they do not have to factor in the risk of being found in noncompliance because the BIDDER's performance has been delayed by events outside the BIDDER's reasonable control. We suggest the following:

"Neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control." **Will be addressed in new revised bid.**

5.) Some of the manufacturers listed have several product lines with significantly different pricing structures associated with each product line. We request you add to the pricing section the ability to breakout different product sets thereby allowing the State to receive the most favorable pricing per product set and associated maintenance. **The State requests one discount rate for Equipment/Hardware. Additional discounts for special project proposals will be acceptable.**

Question/Clarification:

Language in I.3.8 is contradictory. Is it the intent of ISD to accept the manufacturer's warranty for

products or if the product does not have a minimum one year warranty, is it ISD's intent to force Bidders to develop a structure that is not a true manufacturer's warranty? **Will be addressed in new revised bid.**

1. *Reference: page 4 of 13, Section I, Subsection I.3.10-* Our firm has over 12 years of experience with technologies similar or identical to those on the proposed catalog. However, some relationships with specific vendors are newer than the 3-year limit specified by the State. We feel that our diverse background with adjacent and competing technologies, and our knowledge of multiple vendor products features and limitations positions us to provide value-add to the State beyond that provided by vendors with a narrower portfolio. We request the State consider exception verbiage for paragraph I.3.10 similar to the following to allow broader competition:

Alternatively, vendors that can sufficiently *demonstrate and document* the following criteria may be granted a waiver to the 3-year requirement.

- Firm must provide documentation demonstrating experience with competing as well as complementary products with capabilities similar to that of subject vendor catalog
- Firm must demonstrate and document three past performances with the proposed competing or complementary products, one of which must be a State of Alabama agency.
- Firm must submit a certification from the subject vendor verifying the firm's competence with vendor's product line.

Will be addressed in new revised bid.

Question related to I.3.10 - Certification.

"I.3.10 Certification - The BIDDER must have been a certified reseller of products and services for a minimum of three (3) years. The BIDDER must provide written, signed documentation from the manufacturer verifying current certification as well as the length of time the BIDDER has been a certified reseller."

Question 1: DSD Laboratories became a Fortinet reseller over two years ago, but we have not yet achieved three complete years as a reseller. We have been reselling Fortinet products over a time span of three years starting in 2007. Our staff currently holds certifications for more than three years and has been performing sales and services of Fortinet products for more than three years. Can three complete years be exempted to two complete years for the Fortinet line item?

Will be addressed in new revised bid.

- 1) We seek clarification regarding Question 6 on the page 1 of Bid # 10-X-2213304. Specifically, our company is the process of securing a Prime General Contractor # with the State of Alabama,

but due to quarterly filing windows and the response date of this bid we will not have the Contractor # in time. Can we either:

a) Submit our bid without the Contractor # and upon award and negotiation we will have secured the license and provide then?

b) As a manufacturer we do not sell directly, but through approved, authorized resellers. If these resellers have a valid, active General Contractor license, will that meet the requirement? **Will be addressed in new revised bid.**

2) As a leading Enterprise VOIP Manufacturer, our company should be listed as such, under Section III.1.1 Networking and VOIP Manufacturers. Instead we are listed under Section III.1.2 Telephone, Speakerphone, Videophone Device Manufacturers. We respectfully request to be listed/defined under the applicable category. **The manufacturers listed in the Enterprise VoIP classification are not a complete set of eligible enterprise VoIP manufacturers, but a list of those that qualified through a previous process. When contract is awarded all products and services listed in manufacturer catalog are available for procurement. addressed in new revised bid**

1. Under each manufacturer pricing section there are 5 discounts listed. Discounts for each of these categories can vary in pricing, i.e. Equipment/Hardware discount can vary from 10% to 35% depending on the equipment/hardware requested. How do we notate the different discount levels? **The State requests one discount rate for each category. Additional discounts for special project proposals will be acceptable.**

2. Section I.3.6 Manufacturer Catalogs – Avaya does not publish a catalog on their website. However we can provide an Excel spreadsheet with NPL pricing. Is this sufficient? **Yes**

1 ITB, Special Terms And Conditions Page 3, Section Internet Website Link's/ITB, Section I – General, Section I.3.6 Manufacturer Catalogs

Section I.3.6 requires that the Bidder provide a manufacturer's web site for the catalog but the Special Terms and Conditions Section (listed above) states that web site links will not be accepted in bid responses. Please clarify if the Bidder should provide the web site for the catalog and if the Special Terms and Conditions section above will be modified or deleted. **The Special Terms and Conditions Section refers to using web links to satisfy specific requirements stated in this ITB. Section I.3.6 can be satisfied by the web site url of the manufacturer catalog.**

#2 Price Sheet/Section III.1.1 Networking and VoIP Manufacturers

Networking Manufacturers and Enterprise VoIP manufacturers often have products that overlap and are not always distinguishable as delineated by lines 1-5 and lines 6-12. In fact, this bidder anticipates offering at least one manufacturers' product line which depends on the overlap. We recommend that you subcategorize the EQUIPMENT/HARDWARE DISCOUNT for line no. 00002 and 00004 into A(1) and A(2), which correspond to Enterprise VoIP and Networking respectively. The multipliers are the same, therefore, the Division of Finance may enjoy significantly better discounts in at least one subcategory should you choose this approach. The same approach holds true for PROFESSIONAL SVS DISCOUNT, as well. **The section will remain as originally written.**

#3 Section I.3.8 Warranties

Paragraph 3, Number 2 states that, "The warranty will start the date that the contract user acknowledges that the Vendor has provided the solution as described in the Scope of Work and provides written acceptance". This vendor anticipates solutions that may encompass hardware, software, and services. In many cases, hardware components of a solution may be installed and operable long before services associated with the project/solution are fully delivered. Does the Division of Finance anticipate that Projects or other purchases requiring services, that present such a scenario, will contain contract terms that allow for the acceptance of hardware and software with attached warranty, to be accepted apart from the ongoing services components? **Yes**

#4 Section I.3.9 Maintenance

In as much as manufacturers do offer maintenance that fully meets the minimum standard, as well as maintenance options that provide less than the minimum standard; should the bidder clearly mark the manufacturer's catalog to indicate items that are not offered for sale under this acquisition (those that do not meet the minimum standard), and thus not include them in the maintenance discount? **Warranty beyond the contract requirement may be purchased but contract users. See revised bid document.**

#5 Section I.3.9 Maintenance

The bullets in paragraph two states "If the BIDDER is providing the maintenance, they:

- Must be certified by the manufacturer to provide maintenance services;
- Must provide a letter from the manufacturer stating the BIDDER has direct access to the manufacturer's technical support (tier III, tier IV, and developers)"

Section I.3.10a goes on to state that "The BIDDER (if not the manufacturer) must be certified to sell, install, and maintain the manufacturer's products, and provide a letter from the manufacturer stating that the BIDDER is certified to sell, install and maintain the manufacturer's products."

These two statements appear to operate at cross-purposes to one another. If the Bidder is in fact providing manufacturer maintenance, do we need to include the bulleted certifications? **Yes**

#6 Section I.3.9 Maintenance (bullet #2 and bullet #4)

- "The ability to meet the response times identified in I.3.8 and I.3.12
- Technicians and a service Center strategically placed to meet the response times identified in I.3.8 and I.3.12"

Are the response times located in Section I.3.13 not I.3.12? **Yes, I.3.13 is the correct section. Will be addressed in new revised bid.**

#7 Section I.3.18 Miscellaneous Catalog

What is the discount percentage multiplier for items listed in the Miscellaneous Catalog? **Part of the acceptance process will be to categorize items in the Miscellaneous Catalog.**

1) Will this bid replace T498? **Yes**

2) Section 1.3.12 References The state is looking for references with 10,000 phones or more. "redacted" largest implementation to date is 5000 phones but it is growing rapidly. We have

many implementations around the 2000 to 3000 phones. Is this a requirement that is not flexible and prevent us from Bidding? **addressed in new revised bid**

- 3) Section 1.3.8 Warranties The state is requesting 1 year warranty. Is there a Service Level requirement for this warranty 2 weeks, 8x5xNBD, whatever the equipment comes with, ect...
Will be addressed in new revised bid. Optional warranties can be procured from catalog.